



Case No. 1:08-cv-605  
Gwin, J.

members were coerced to accept a lower payment for their property loss claim . . . is not a part of this lawsuit and is not released by the Settlement.” [Doc. [279 at 2.](#)]

Before enforcing a settlement, “the district court must conclude that agreement has been reached on all material terms.” [Therma-Scan, Inc. v. Thermoscan, Inc.](#), 217 F.3d 414, 419 (6th Cir. 2000) (holding that it was abuse of discretion for district court to impose one party’s version of settlement upon the other when its terms were disputed); *see also* [Whitewood v. Robert Bosch Tool Corp.](#), 323 Fed. App’x 397 (6th Cir. 2009) (upholding district court’s refusal to enforce settlement agreement and subsequent reinstatement of case on its docket where parties offered conflicting interpretations of agreement’s terms).

Because the parties here have raised a fundamental disagreement as to the meaning and scope of the release language, this Court concludes that no settlement has been reached between the parties. Accordingly, the Court **ORDERS** that the case be set for trial.

IT IS SO ORDERED.

Dated: January 11, 2010

*s/ James S. Gwin*  
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JAMES S. GWIN  
UNITED STATES DISTRICT JUDGE